

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**NOTICE OF INVITATION TO BID FOR LEASING
OF STATE-OWNED FREEWAY LEASE AREAS**

ORAL BIDS WILL BE ACCEPTED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, DISTRICT 7, **IN CONFERENCE ROOM 01.040A ON THE FIRST FLOOR, AT 100 S. MAIN STREET, LOS ANGELES, CALIFORNIA, ON WEDNESDAY, JUNE 28, 2006 AT 11:00 A.M. SHARP** FOR THE PURPOSE OF LEASING PROPERTY SHOWN IN PAGE TWO (2) OF THIS PACKAGE. **BIDDER REGISTRATION BEGINS AT 10:00 A.M.** PLEASE PROVIDE AMPLE TIME TO FIND PARKING, SINCE THERE WILL BE **NO** PARKING AVAILABLE AT THE AUCTION SITE. ADDITIONAL TIME SHOULD ALSO BE ALLOTTED TO OBTAIN A VISITOR'S BADGE BEFORE ENTERING THE ROOM WHERE THE AUCTION REGISTRATION AND BIDDING WILL TAKE PLACE.

ORAL AUCTION

THOSE WISHING TO PARTICIPATE IN THE AUCTION MUST ARRIVE PRIOR TO BIDDING TO REGISTER. LATECOMERS WILL NOT BE ALLOWED TO BID. ALL PARTICIPANTS (INCLUDING PRESENT TENANTS) MUST BRING CASHIER'S CHECKS IN THE AMOUNT OF THE INDICATED BID DEPOSIT AND A COMPLETED "**BIDDER INFORMATION SHEET**" (ATTACHED) TO THE AUCTION. CASHIER'S CHECKS WILL BE INSPECTED PRIOR TO BIDDING. BIDDER INFORMATION SHEETS WILL BE COLLECTED PRIOR TO BIDDING. 'THE AIRSPACE PUBLIC PARKING LEASE APPLICATION' WILL BE COLLECTED AFTER THE AUCTION FROM SUCCESSFUL BIDDERS.

FOR FURTHER INFORMATION

**DANIEL HING (213) 897-1948
WAYNE LEE (213) 897-0117**

(or check the website)

www.dot.ca.gov/property/

JUNE 28, 2006 AUCTION

PARCEL NUMBER	DATE AVAILABLE	GROSS SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	SPECIAL REQUIREMENTS
07-FLA-10-59 Near Northwest Corner of Convention Center Way and Venice Blvd. Los Angeles	September 1, 2006	18,477	\$4,300.00	\$5,300.00	5-year standard lease
07-FLA10-98 and 10-99 Northwest Corner of Olympic Blvd. and Lemon Street Los Angeles	September 1, 2006	42,851	\$5,000.00	\$6,000.00	5-year standard lease
07-FLA-10-112 Southwesterly Corner of 10 th Street and Olympic Blvd. Santa Monica	September 1, 2006	5,200	\$1,500.00	\$2,500.00	5-year standard lease
07-FLA-405-04 Southerly Side of Cotner Avenue at Missouri Avenue West Los Angeles	September 1, 2006	27,784	\$6,500.00	\$7,500.00	5-year standard lease

General Disclaimer:

All properties are being leased as parking lots for operable wheeled vehicles and open storage only.

1. All bidders agree to all terms and conditions in the Standard Parking or Open Storage Lease. No further modifications will be made to the Standard Parking Lease. Prior to the bidding date, a copy of the Standard Parking Lease will be available for your review at the Right of Way Public Counter, 3rd Floor, 100 South Main Street, Los Angeles from 9:00 AM to 12:00 PM, and 1:00 PM to 3:00 PM. Partial terms of this lease are listed below:
2. The premises shall be used exclusively for the purposes of parking operable wheeled vehicles or open storage only.
3. Parking of wrecked or inoperable vehicles shall not be permitted.
4. There shall be no operation of facilities for a gasoline supply station. Vehicles used for gasoline or petroleum transportation shall not be permitted on the premises. No bulk storage of gasoline or petroleum shall be authorized.
5. The lessee shall make no improvements or alterations of any kind, to the premises without prior approval from the State.
6. The lessee shall pay all taxes and assessments that may be legally assessed on the Lessee's possessory interest or any improvements or equipment placed on the premises by the Lessee during the tenancy. Payment for all utilities is the responsibility of the Lessee.
7. A maximum of two signs which are no greater than 30 SF of surface area may be erected on the premises upon written approval by the State.
8. Vending shall not be permitted upon the premises.
9. A high standard of cleanliness of the premises shall be required and at the Lessee's expense.
10. The Lessee's use of the premises shall comply with all Federal, State and local law, and at the Lessee's expense.
11. The maintenance of the premises including driveways, fences and guardrails shall be at Lessee's expense. The Lessee shall be responsible for repair to piers and columns of the viaduct structure, which may be damaged incident to the Lessee's use of the premises.
12. The Lessee at his expense shall keep in force Public Liability and Property Damage Insurance with a company or companies approved by the State during the term of the lease. The Minimum Limits of Liability are \$ 5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined. The State must be listed as an additional insured. The Certificate of Insurance must also identify the freeway lease area number. (For More Specific Information see the next Section titled "Insurance Information Sheet")
13. The Lessee shall not assign, sublet, or otherwise transfer the lease without prior written approval by the State and the concurrence of the Federal Highway Administration.

14. The State reserves a Right of Entry for necessary protection, maintenance, reconstruction, and operation of the freeway structures and appurtenances.
15. The Lessee agrees to comply with the Federal Civil Right Acts of 1964.
16. The successful bidder (Lessee) shall be required to provide freeway column protection according to Department of Transportation's specifications for those airspace sites which are for other than automobile parking. If a column protection is required, the Lessee may be allowed a rental offset equal to one-half the cost of installation, provided that amount is less than or equal to the rent to be collected by the Department for the term of the Lease.
17. Storage of combustibles on the leased grounds, including wood pallets, shall not be permitted.
18. Regarding current or former tenants: all must be current in rental or lease payments and in good standing under any lease or rental agreement with Caltrans. Caltrans may refuse to accept any bid from a current or former tenant who is delinquent in rental or lease payments or in breach of any other provision of a Caltrans lease or rental agreement.
19. Re-Bidding on turned in lots: a lessee that submits a 90-day notice and gives up a property shall not be permitted to bid on the same property next time it is put up for auction.
20. **SECURITY DEPOSIT:** The State will hold from *Lessee* an amount equal to \$1,000 plus one month's rent as security deposit. Please note that the State does not characterize any portion of this deposit as "last month's rent". In the event of *DEFAULT* on parcels, *liquidated damages will be equal to the entire bid deposit of the minimum bid and shall be kept as the default fee.*
21. Special Clauses notwithstanding, either party shall have the right to cancel the lease upon (90) ninety days written notice, except that in the event of a national or other emergency, in which case the State shall have the right of immediate possession.

Maps

The maps attached to this announcement inviting bids are solely for reference as to locations. The areas shown on these maps are approximate and calculated as gross areas, unless otherwise indicated.

INSURANCE INFORMATION SHEET

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT OR BROKER.

The lease with the State of California, Department of Transportation, requires evidence of satisfactory liability and/or fire insurance. This evidence of insurance must be provided by completing the Department's Certificate of Insurance Form (enclosed) and returning it to the Department. In completing this form, the following requirements must be met:

- A. The Lessee must be shown as Named Insured
- B. The State of California, its officer, agents and employees must be included as Additional Insured, but only insofar as operations under the lease are concerned.
- C. The Lessee at his expense shall keep in force Public Liability and Property Damage Insurance with a company or companies approved by the State during the term of the lease. The Minimum Limits of Liability are \$ 5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined. The State must be listed as an additional insured. The Certificate of Insurance must also identify the freeway lease area number.
- D. The Minimum Limits of Liability are \$5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined.
- E. The insurer will not cancel or reduced the insured's coverage without 30 days prior written notice to the State.
- F. The State will not be responsible for the payment of any premiums or assessments.
- G. If the policy contains any clause excluding coverage as to property in the care, custody or control of the insured, such clause shall not apply with regard to any liability of the State of California, its officers, agents, or employees.
- H. Fire Insurance -The minimum limits of fire insurance coverage must be 100 percent of replacement value.

GENERAL BID PROCEDURES:

1. The successful bidder must provide a completed and signed Non-Residential Lease Application (attached) immediately following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Non-Residential Lease Application are incorrect, false or misleading, the successful bidder will be given (10) ten working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the successful bidder's bid may be rejected and will result in forfeiture of the entire amount of the successful bidder's bid deposit, which will be retained as liquidated damages.
2. No bid shall be accepted which is less than the minimum monthly bid as shown above on this notice.
3. The State reserves the right to accept only those bids that are deemed in the best interest of the State. Acceptance of bids is subject to a bidder qualifications check and Caltrans reserves the right to reject any and all bids at any time prior to the full execution of the lease.
4. **BID DEPOSIT:** Each winning bid must be accompanied by a bid deposit in the form of a certified or cashier's check payable to the State of California. A Public Agency shall have the option of submitting the required rental and security deposit following its Board Approval of the STATE'S STANDARD LEASE FORM.
5. **DEPOSITS AND FIRST MONTH'S RENT:** The successful *bidder* shall present a certified or cashier's check in the amount equal to the difference between the bid deposit and the security deposit not later than fifteen (15) days prior to the commencement date of the lease. In addition, *Lessee* will present a certified or cashier's check for the first months rent not later than fifteen (15) days prior to the commencement date of the lease. This check should be delivered to the Right of Way Airspace Development Branch of Caltrans, Attn: Daniel Hing, 100 S. Main Street, Los Angeles, California, 3rd Floor. *Failure to pay by the date indicated will result in forfeiture of the bid deposit, which will be kept by Caltrans as liquidated damages.*
6. The airspace property is being leased in an "as is" condition.
7. Successful bidders are to utilize only the designated area as specified on the attached parcel map and further referenced in their lease.
8. Regarding current or former tenants: *all* must be current in rental or lease payments and in good standing or former tenant who is *delinquent* in rental or *lease payments* or in *breach* of any other provision of a Caltrans lease or rental agreement.
9. Caltrans reserves the right to refuse any or all bids.
10. Failure of the successful bidder to execute the appropriate Caltrans lease for any reason will be considered a *default* by Caltrans and will result in the forfeiture of the entire bid deposit which will be kept by Caltrans as liquidated damages.

BIDDER INFORMATION SHEET FOR ORAL AUCTION PARTICIPANTS

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: () _____ - _____ CELL PHONE: () _____ - _____ PAGER: () _____ - _____

ARE YOU BIDDING ON BEHALF OF A BUSINESS: YES [] NO []

IF YES, NAME OF BUSINESS: _____

I HEREBY CERTIFY THE ABOVE INFORMATION IS CORRECT:

Signature

Date: _____

The above information must be provided in full and submitted prior to the beginning of the oral auction. Bids will not be accepted without this form.

BIDDER NUMBER: _____ (to be completed by Caltrans when presented by bidder on the day of the auction)